

**Memorandum of Agreement for Claims Administration Services
by the DEPARTMENT of PUBLIC HEALTH and HUMAN SERVICES for the DEPARTMENT of
CORRECTIONS
Amendment #1**

A Memorandum of Agreement (MOA) for Claims Administration Services having been made and entered into between the Montana Department of Public Health and Human Services (DPHHS) and the Montana Department of Corrections (DOC), requires amendment. DPHHS and DOC now agree to hereby amend the MOA as follows, with deleted language shown with strike-through and new language underlined:

1. Term: The term of this agreement is January 1, 2016, through ~~November 30, 2020~~, December 31, 2024, unless terminated earlier by either party upon 60 days written notice.

2. Background:

b. DPHHS, through its contractor, ~~Xerox State Healthcare, LLC ("Xerox")~~ Conduent State Healthcare LLC ("Conduent") operates a claims processing and information retrieval system for the Medicaid Program known as the Medicaid Management Information System ("MMIS"). To implement its duties under § 53-6-1312, MCA, DPHHS will use MMIS to process and pay claims that it is legally obligated to pay.

3. Purpose: DOC wants to use MMIS to process and pay claims that it is obligated to pay under § 53-6-1312(1) and (2) (a), MCA. To that end, DPHHS will include provider claims for payment for DOC in the MMIS under the contract between ~~Xerox~~ Conduent and DPHHS. The purpose of the Memorandum of Agreement is to state DOC's and ~~DPHH's~~ DPHHS' agreement regarding the Departments' respective responsibilities under § 53-6 -1312, MCA and the use of the MMIS.

4. DPHHS Agrees to Do the Following

a. Enter into an agreement with ~~Xerox~~ Conduent to process through MMIS all DOC provider claims for payment for health care services provided to individuals identified in § 53-6 -1312 (1) and 2(a), MCA for whom DOC is responsible. All claims will be paid at the Medicaid rate.

5. DOC Agrees To Do The Following:

c. (This paragraph remains the same.)

December 1, 2015, through June 30, 2016:	\$5.00 PMPM
July 1, 2016, through June 30, 2017:	\$5.10 PMPM
July 1, 2017, through June 30, 2018:	\$5.20 PMPM
July 1, 2018, through June 30, 2019:	\$5.30 PMPM
July 1, 2019, through June 30, 2020:	\$5.41 PMPM
July 1, 2020, through November 30 , <u>December 31</u> , 2020:	\$5.52 PMPM
<u>January 1, 2021, through December 31, 2021:</u>	<u>\$5.74 PMPM</u>

<u>January 1, 2022, through December 31, 2022:</u>	<u>\$5.91 PMPM</u>
<u>January 1, 2023, through December 31, 2023:</u>	<u>\$6.09 PMPM</u>
<u>January 1, 2024, through December 31, 2024:</u>	<u>\$6.27 PMPM</u>

All terms and conditions of the Memorandum of Agreement not specifically amended herein remain in full force and effect for the duration of the agreement.

Montana Department of Public Health and Human Services

By: DocuSigned by:

47A28FA5D33E414... Date 12/1/2020
David Crowson, Chief Information Officer

By: DocuSigned by:

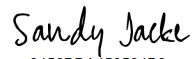
21D48EB16DF2446... Date 12/1/2020
Erica Johnston, Acting Director

Montana Department of Corrections


By: DocuSigned by:

9F85110F4C59476... Date 11/30/2020
Reginald Michael, Director

Approved as to Form

By: DocuSigned by:

9456BDA458534B9... Date 11/23/2020
Sandy Jacke, Contracts Officer

Approved as to Legal Content

By: DocuSigned by:

41E915492B274F4... Date 11/23/2020
Molenda McCarty, Legal Counsel

**Memorandum of Agreement for Claims Administration Services
by the DEPARTMENT of PUBLIC HEALTH and HUMAN SERVICES for the DEPARTMENT
of CORRECTIONS**

Parties: The Department of Corrections ("DOC") and the Department of Public Health and Human Services ("DPHHS") are the Parties to this agreement.

1. Term: The term of this agreement is January 1, 2016, through November 30, 2020, unless terminated earlier by either party upon 60 days written notice.

2. Background:

a. The 2015 Legislature enacted SB 405, the "Montana Health and Economic Livelihood Partnership (HELP) Act", which is enrolled as Chapter 368, L. 2015 and codified in substantial part at Title 53, Chapter 6, Part 13, MCA. Section 53-6-1312, MCA, requires DOC and DPHHS to reimburse health care providers at the Medicaid rate for covered health care services of certain individuals, including individuals in the custody of DOC and residents, by commitment or otherwise, of some state institutions under DPHHS' jurisdiction.

b. DPHHS, through its contractor, Xerox State Healthcare, LLC ("Xerox") operates a claims processing and information retrieval system for the Medicaid Program known as the Medicaid Management Information System ("MMIS"). To implement its duties under § 53-6-1312, MCA, DPHHS will use MMIS to process and pay claims that it is legally obligated to pay.

3. Purpose: DOC wants to use MMIS to process and pay claims that it is obligated to pay under § 53-6-1312(1) and (2) (a), MCA. To that end, DPHHS will include provider claims for payment for DOC in the MMIS under the contract between Xerox and DPHHS. The purpose of the Memorandum of Agreement is to state DOC's and DPHHS's agreement regarding the Departments' respective responsibilities under § 53-6-1312, MCA and the use of the MMIS.

4. DPHHS Agrees To Do The Following:

a. Enter into an agreement with Xerox to process through MMIS all DOC provider claims for payment for health care services provided to individuals identified in § 53-6-1312 (1) and 2(a), MCA for whom DOCs responsible. All claims will be paid at the Medicaid rate.

b. Provide DOC with the DPHHS CHIMES numbers identifying the individuals DOC has identified to DPHHS.

5. DOC Agrees To Do The Following:

a. Notify the health care providers that provide services to individuals identified in 53-6-1312(1) and (2)(a) for which DOC is responsible that; payment is limited to the Medicaid rate, the health care provider's claims will be processed through MMIS, and submitted claims must include the information listed below.

- (i) DPHHS CHIMES number identifying the individual receiving health care service;
- (ii) the date of service;
- (iii) accurate ICD 10 and CPT information;
- (iv) the provider's national provider identifier; and,
- (v) that the individual is in the custody of the DOC.

b. Provide a dispute resolution system for providers. DOC, not DPHHS, is responsible for resolving disputed health care claims for provider services to individuals identified in 53-6-1312(1) and (2)(a), MCA. DPHHS will provide consultative assistance to DOC regarding any disputed health care claim for which DOC is responsible and the dispute involves the Medicaid rate applicable to the provider services.

c. Compensate DPHHS monthly for claims administration service for individuals identified in 53-6-1312(1) and (2)(a), MCA at the following per member per month ("PMPM") rate for each individual in the custody of DOC as reflected in the MMIS on the last day of the preceding month:

December 1, 2015 through June 30, 2016:	\$5.00 PMPM
July 1, 2016 through June 30, 2017:	\$5.10 PMPM
July 1, 2017 through June 30, 2018:	\$5.20 PMPM
July 1, 2018 through June 30, 2019	\$5.30 PMPM
July 1, 2019 through June 30, 2020:	\$5.41 PMPM
July 1, 2020 through November 30, 2020:	\$5.52 PMPM

The parties agree that DPHHS' monthly compensation for claims administration services will vary according to the number of individuals in DOC custody as reflected in the MMIS on the last day of the preceding month.

d. Adopt administrative rules that are consistent with DPHHS' administrative rules implementing 53-6-1312, MCA.

e. Notify DPHHS promptly when an individual identified in 53-6-1312(1) and (2)(a), MCA, is no longer in the custody of DOC.

6. Each party's contact person and information for the purposes described in this MOU is:

a. For DPHHS:

Marie Matthews
Dept. of Public Health & Human Services
Operations Services Branch
111 North Sanders
P. O. Box 4210
Helena, MT 59604

b. For DOC:

Connie Winner
DOC Clinical Services Administrator
5 S. Last Chance Gulch
P.O. Box 20301
Helena, MT 59620-1301

Montana Department of Public Health and Human Services

By:


Richard Oppen, Director

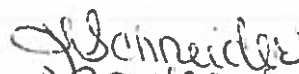
Date 11/10/16

Montana Department of Corrections

By:


Mike Batista, Director

Date 11/2/16


DOC Legal
Approved as to form